



CITY OF HOUSTON

Fire Department

Promoting Excellence as the World's Largest Accredited Municipal Fire Agency

Sylvester Turner

Mayor

Samuel Peña
Fire Chief
1801 Smith, 7th floor
Houston, Texas 77002

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December 28, 2020

Patrick M. Lancton, President
Houston Professional Firefighters' Association, Local 341
1907 Freeman Street
Houston, TX 77009

RE: Firefighter Collective Bargaining

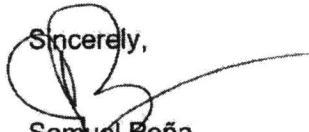
Dear Mr. Lancton,

The City is in receipt of your letter dated December 2, 2020, regarding Firefighter Collective Bargaining. As you know, the City and Local 341 have a long history of negotiating labor agreements for the firefighters in the City of Houston. **At no time has Mayor Turner or any representative of the City asserted that collective bargaining under the Texas Local Government Code (TLGC) is unconstitutional.**

On November 6, 2017, pursuant to the District Court's order, the City filed a petition for permission to appeal the denial of its motion for summary judgement in the 14th Court of Appeals, Case # 14-18-00976-CV. On November 12, 2017, the City filed notice of appeal from the District Court's denial of the City's plea to the jurisdiction in the 14th Court of Appeals, Case # 14-18-00990-CV. These cases were consolidated by the 14th Court of Appeals. Briefs in these consolidated cases have been filed and a decision is pending.

The City has no intention of withdrawing its appeals. There is no reason why collective bargaining cannot proceed while these cases remain on appeal. The City invited Local 341 to discuss the scheduling of dates for collective bargaining after receiving its request to bargain on March 7, 2018 and March 4, 2019. See, Attachments A, B, C & D. However, in both cases Local 341 failed to respond. I invite you to contact me at your convenience to discuss scheduling meetings for the purpose of collective bargaining.

Sincerely,


Samuel Peña
Houston Fire Chief

Cc: Mayor Sylvester Turner
City Attorney Ron Lewis

Council Members: Amy Peck Tarsha Jackson Abbie Kamin Carolyn Evans-Shabazz Dave Martin Tiffany Thomas Greg Travis Karla Cisneros
Robert Gallegos Edward Pollard Martha Castex-Tatum Mike Knox David Robinson Michael Kubosh Letitia Plummer Sallie Alcorn
Controller: Chris Brown

ISSUES PRESENTED

- Issue 1:** Whether Texas Local Government Code §§ 174.021 and 174.252 are constitutional.
- Issue 2:** Whether Texas Local Government Code §§ 174.021 and 174.252 constitute an unconstitutional delegation of legislative authority.
- Issue 3:** Whether §174.021 private sector labor standards on compensation and conditions of employment must be the subject of bargaining pursuant to Texas Local Government Code §174.105 to trigger a waiver of immunity.

CASE NO. _____

**IN THE FOURTEENTH COURT OF APPEALS
HOUSTON, TEXAS**

**CITY OF HOUSTON, TEXAS
Appellant**

v.

**HOUSTON PROFESSIONAL FIRE FIGHTERS' ASSOCIATION
LOCAL, 341
Appellee**

**ON APPEAL FROM THE DISTRICT COURT OF
HARRIS COUNTY, TEXAS, 234TH JUDICIAL DISTRICT
TRIAL COURT NO. 2017-42885**

**APPELLANT CITY OF HOUSTON, TEXAS' AGREED PETITION FOR
PERMISSION TO APPEAL**

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**ATTORNEYS FOR APPELLANT CITY OF HOUSTON, TEXAS
IDENTITY OF PARTIES AND COUNSEL**



HOUSTON PROFESSIONAL FIRE FIGHTERS

ASSOCIATION LOCAL 341

EST. 1932

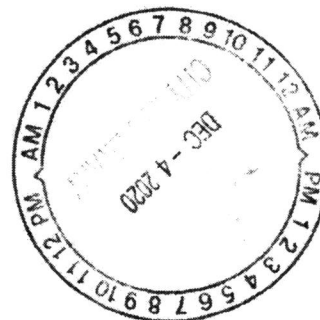
PATRICK M. LANCTON
PRESIDENT

JIMMY CAMPBELL
FINANCIAL DIRECTOR

BRIAN WILCOX
COMMUNICATIONS
DIRECTOR

December 2nd, 2020

Houston City Secretary
City Secretary Department
City of Houston
901 Bagby
Houston, Texas 77002



RE: Firefighter Collective Bargaining

Dear Houston City Secretary:

The Houston Professional Fire Fighters Association, Local 341, would submit the following request to the Mayor, by and through the City Secretary, (Acting Secretary) Pat Jefferson-Daniel, and would show as follows:

1. **The District Judge of Harris County, Texas, in the 234th Judicial District Court, on October 22, 2018, denied the City of Houston's motion asserting that Tex. Loc. Gov't Code §§ 174.021 and 174.252 were unconstitutional and the City of Houston has appealed that decision to the 14th Court of Appeals. This appeal is still pending as of today and the City is still pursuing their claim that §§174.021 and 174.252 are unconstitutional. However, the Fire Fighters are providing the City of Houston notice that they intend to proceed forward with the Collective Bargaining process for the budget year of 2020/2021 as soon as the City of Houston withdraws its appeal or the court renders a decision as to the constitutionality of the statute.**

In accordance with section 174.107 "Notice to Public Employees Regarding Certain Issues" of Texas Local Government Code, Chapter 174, Fire and Police Employee Relations Act, the Houston Professional Fire Fighters Association, Local 341 would like this letter to serve as written notice of their request for collective bargaining to negotiate wages, rates of pay, benefits, and working conditions requiring the appropriation of monies that would have an impact on the next fiscal year's operating budget. This written notice is provided at least 120 days prior to the conclusion of the City's 2020 fiscal year ending June 30, 2021.

Sincerely,

Patrick M. "Marty" Lancton
President

cc: Sylvester Turner, Mayor, City of Houston

Articles still out on CBA – 2017, no formal TA. (*TA= Tentatively Agree)

- 10. Authority of Acting Fire Chief – Both sides verbally agreed on good as written, but TA not formalized.
- 11. Promotions – Numerous issues
- 12. Assistant Chief Promotions – COH Proposed 4.13.17, Section (d), we proposed good as written.
- 13. Shift Exchange – Both sides verbally agreed on changes, but TA not formalized.
- 14. Grievance Procedure – We believe, good as written.
- 19. Transfers – Both sides close to TA.
- 20. Sick – We believe, good as written.
- 21. Base Pay
- 22. Payment of Leave Balances upon Separation – Active insurance for retirees.
- 23. Additional Compensation
- 26. Uniforms, Protective Clothing and Equipment – Both sides close to TA.
- 28. Vacations/Holiday Leave – Good as written.
- 29. Holidays – We believe, good as written.
- 30. Hours of Work – We believe, good as written.
- 31. Overtime – We believe, good as written.
- 35. Phase Down Program – We believe, good as written
- 39. Investigations – Unknown

*Note: "Good as written" is current contract language.

INTERIM ARTICLE 21

BASE SALARY

Section 1. Base Salary.

The annual base salary for all ranks (and pay steps) shall be in the amounts according to the schedule in Exhibit "A". Exhibit "A" reflects a 2% across-the-board increase in each FY2018 and FY2019.

Section 2. Effective Date.

Pay increases shall become effective in the first full pay period following July 1, ~~2017~~2013, as indicated in Exhibit "A", and will be paid on the first payday following the close of this pay period July 26, 2013.

Commented [NGD1]: Pay period begins July 15 and closes J 29.

Commented [NGD2]: i.e. August 4 pay day.

Section 3.

~~The Association may reopen on wages for the third year if the projected revenues set forth in the official budget adopted by the City Council exceed by 2% or more the agreed combined property tax and sales tax target amount of \$1,508,889,000.~~

Section 4. Mutual Agreement.

If the actual fiscal experience of the Department requires some flexibility in scheduling or implementation dates under this Agreement, the Association Executive Board shall have the delegated authority to agree to temporary modifications in terms and/or implementation dates in this Agreement; provided however, that no such changes may exceed sixty (60) days without submission of an amendment to the Association membership for ratification.

Section 5:

The parties have negotiated the terms in this Agreement and the resulting savings in order to maintain Fire Department service levels, and the City agrees that there will be no layoff of Firefighters in fiscal year 2012.

~~The existing Agreement provides to the Association the right to reopen on wages for the third year if the projected revenues set forth in the official budget adopted by the City Council exceed by 2% or more the agreed combined property tax and sales tax target amount of \$1,508,880,000. This condition was satisfied, and the parties have negotiated for the increase in wages set forth by Amendment.~~

Fiscal Year 2014 Base Salary Increase:

~~Without effecting the 1% base pay increase for FY 2014, which went into effect July 1, 2014.~~

~~In addition to the terms of this Amendment, the parties may continue to bargain over what the terms in this Article may include in a future Agreement.~~